

FACILITY RENTAL AGREEMENT

Event Begins: <STARTDATE> Reservation Number: <EVENTNUMBER>

This Agreement is between the City of Liberty, Missouri ("City"), and <HHFIRSTNAME> <HHLASTNAME>, <ADDRESS1>, <CITY> <STATE> <ZIP> ("Renter"). One or more City Facility Sale Receipts, which use this reservation number (<EVENTNUMBER>), are considered an integral part of this Agreement because they identify Renter's specific reserved facilities, dates and time ranges. "Event" signifies all the facilities, dates, time ranges and activities shown on City receipt(s). "Rental Period" signifies each separate time range reserved by Renter. There might be more than one Rental Period during Event. "Associates" signifies all persons associated with Renter or otherwise attracted to Event, including, but not limited to, Renter's personnel, crew, performers, relatives, concessionaires, guests (attendees), sponsors, vendors, and contracted services.

PAYMENT and DAMAGE DEPOSIT

Full payment is due upon facility reservation. If Event is complex, spans several weeks or is associated with use of the Liberty Performing Arts Theatre, City may opt to collect a substantial security payment (an overpayment) in advance, then invoice Renter after Event and refund the balance owed.

As late as one week before Event, City may require a damage deposit which City deems proportional to the type of activities and number of attendees planned in the facilities.

CANCELLATION and REFUNDS

Renter may cancel Event at any time with or without notice. However, a refund or credit is provided only when City receives an advance written cancellation request from Renter. Based on the number of days between City's receipt of the request and the first cancelled date, the amount refunded or credited is prorated according to the following schedule:

- less than 14 days advance notice – no refund/credit
- 14 days (2 weeks) advance notice – 2% refund/credit
- 15 days notice – 4%
- ...pattern continues, equal to the number of days of advance notice minus 13 days, multiplied by 2%...
- 62 days notice – 98%
- 63 days (9 weeks) or more advance notice – 100% refund/credit

A request by Renter to "reschedule" ("move", "transfer", "swap", "roll over", "exchange", "switch", "trade", "scoot", "postpone", etc.) is considered a request to cancel. That is, Renter seeks to A) cancel one or more reserved Rental Periods, either with sufficient notice (nine weeks or more) or with less notice; B) get a credit for their cancellation; and C) apply the credit to a new rental period. Should Renter seek to "reschedule" a Rental Period on short notice (less than nine weeks in advance), the refund schedule above applies to each cancelled Rental Period.

ACCESS TO FACILITIES

Only during the specific time range of each Rental Period may Renter enter the reserved facilities for any purpose - such as delivery of items, equipment setup, room preparation, tear down and storage of items. Renter acknowledges that City facilities are busy, multi-use spaces. As such, City may reserve other rental groups during any un-reserved time without any notice to Renter.

USE RESTRICTIONS

Renter may not use, nor permit others to use, any City facilities or equipment not specifically covered by this Agreement. Individuals desiring to access 'members only' areas of the Liberty Center (downstairs) must first purchase a daily or annual pass. Normal use of upstairs public areas, such as foyers, halls and restrooms, is permitted. Renter must obtain advance permission from City before tables, chairs, displays or other items are setup in public areas such as lobbies, halls, entryways, parking lots, and sidewalks; and before engaging in any form of sales on premises. City determines time restrictions and spatial placement of all Renter displays permitted in public areas of the facility.

GENERAL RESTRICTIONS

Traditional candles (live flame) are not permitted unless floating inside a water bath within a glass or metal housing. Battery operated candles are permitted. No illegal substance of any nature is permitted in City facilities or on City grounds. All tobacco products are strictly prohibited inside City facilities, whether smoked, vaporized, chewed or otherwise.

ALCOHOL SERVICE

If Renter desires to serve alcohol during Event, Renter must request and submit an alcohol service application at least 30 days prior to Event. This minimum time is necessary for Liberty City Council approval process. Renter must accompany their completed application with an alcohol service fee payment, at the current rate. If City Council does not approve the application, the service fee is refunded in full. If the application is approved, the service fee is not refundable even if Renter later opts not to serve alcohol or to cancel Event.

CONDUCT and COMPLIANCE WITH LAWS AND REGULATIONS

City facilities provide a positive, family-based environment. Renter and Associates are expected to conduct themselves in harmony with that environment and adhere to facility policies. Renter is responsible for the conduct of all Associates attracted to Event. Violators may be expelled with no refund issued.

Renter will comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies and the Rules and Regulations of the Parks & Recreation Department. Renter shall obtain and pay for all necessary permits and licenses.

DEFACEMENT OF PROPERTY

Renter will not use tapes, adhesives, nails, hooks, tacks, screws, cables, cords, filament or similar means to affix items to any part of the building - especially ceilings, walls,

doors and windows. Nor will Renter injure, mar or in any manner deface City property. Renter agrees that for any City property damaged by the act, default or negligence of Renter or Associates Renter will pay to City upon demand whatever sum necessary to restore property to original condition, ordinary wear and tear excepted.

CLEANING

Renter is responsible for cleanup of their reserved facilities and will leave them in reasonably same cleanliness as when first entered, normal wear and tear and basic dust mopping excepted. Renter may not use City janitorial equipment and supplies except those provide by staff (such as trash cans and liners). Renter will pay City for any janitorial charges beyond usual maintenance needed to return facilities to normal.

INDEMNITY

Renter agrees to defend and indemnify the City, its officers, agents and employees from all claims of every kind including all costs of defense arising out of, or which would not have occurred but for Renter's use of the facilities. Renter accepts the building and equipment in "as is" condition.

DISCRIMINATION

Renter agrees that, during Event, Renter will not exclude anyone from participation in, deny anyone the benefits of, nor otherwise subject anyone to discrimination because of race, religion, color, or national origin.

CONCESSIONS

In all public areas of the Liberty Center, such as lobbies and entryways, City reserves all concession rights, including but not limited to food, beverage, programs, novelties, conveniences, recording, souvenirs, checkrooms and parking privileges. However, this does not apply to Renter's reserved facilities.

CITY'S PRIVILEGES

Advertising displayed on City property is subject to City approval. City reserves the right to cancel or revoke this Agreement at its discretion. City reserves the right to require Renter to provide off duty security at Renter's expense. This decision may be made at any time and failure to provide security will result in immediate cessation of facility use. City's liability is limited to refund of rental fee only. City reserves the right to cancel any event deemed not in the overall best interest of its guests and staff.

FORCE MAJEURE

Neither City nor Presenter will be deemed in violation of this agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, utility outages, acts of public enemy, acts of superior governmental authority, destructive acts of nature (tornados, earthquakes, flood), riots, electrical blackouts, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control. Bad weather, funerals, concurrent events, or other typical life events are not valid examples of Force Majeure.

OTHER AGREEMENTS

This Agreement and its related City receipts constitute the whole agreement between City and Renter. No other agreement, verbal or written, is considered valid or binding.

RENTER'S AUTHORIZATION AND SIGNATURE

The Renter, whose name appears above and whose representative signature appears below, hereby warrants to City that 1) they have been duly authorized by any and all persons or entities of which authorization is required to enter into this Agreement in association with this Event; and that 2) all appropriate approvals required to enter into this Agreement have been granted. Renter agrees that at no time will they challenge, contest, disclaim, or deny their authority as a basis to void, cancel, or nullify this Agreement with a claim that they were not authorized to sign this Agreement.